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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

RUBEN JUAREZ an individual and
ISELA HERNANDEZ, an individual,

Plaintiffs,

v.

PRECISION VALVE &
AUTOMATION, INC., a corporation
and DOES 1-20,

Defendants.

CASE NO. 2:17-cv-03342-ODW
(GJSx)

[Los Angeles County Superior Court
Case No. BC650229]

**STIPULATED PROTECTIVE
ORDER**

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to

1 the limited information or items that are entitled to confidential treatment under
2 the applicable legal principles.

3 4 B. GOOD CAUSE STATEMENT

5 This action involves the production of computer code, sensitive data
6 regarding rocket propulsion, and other valuable technical and/or proprietary
7 information for which special protection from public disclosure and from use for
8 any purpose other than prosecution of this action is warranted. Such confidential
9 and proprietary materials and information consist of, among other things,
10 computer code, sensitive data regarding rocket propulsion and other valuable
11 technical and/or proprietary information, or information which may be privileged
12 or otherwise protected from disclosure under state or federal statutes, court rules,
13 case decisions, or common law. Accordingly, to expedite the flow of information,
14 to facilitate the prompt resolution of disputes over confidentiality of discovery
15 materials, to adequately protect information the parties are entitled to keep
16 confidential, to ensure that the parties are permitted reasonable necessary uses of
17 such material in preparation for and in the conduct of trial, to address their
18 handling at the end of the litigation, and serve the ends of justice, a protective
19 order for such information is justified in this matter. It is the intent of the parties
20 that information will not be designated as confidential for tactical reasons and that
21 nothing be so designated without a good faith belief that it has been maintained in
22 a confidential, non-public manner, and there is good cause why it should not be
23 part of the public record of this case.

24 25 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

26 The parties further acknowledge, as set forth in Section 12.3, below, that this
27 Stipulated Protective Order does not entitle them to file confidential information
28 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed

1 and the standards that will be applied when a party seeks permission from the
2 court to file material under seal.

3 There is a strong presumption that the public has a right of access to
4 judicial proceedings and records in civil cases. In connection with non-
5 dispositive motions, good cause must be shown to support a filing under seal. *See*
6 *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006),
7 *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-*
8 *Welbon v. Sony Electronics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even
9 stipulated protective orders require good cause showing), and a specific showing
10 of good cause or compelling reasons with proper evidentiary support and legal
11 justification, must be made with respect to Protected Material that a party seeks to
12 file under seal. The parties' mere designation of Disclosure or Discovery Material
13 as CONFIDENTIAL does not—without the submission of competent evidence by
14 declaration, establishing that the material sought to be filed under seal qualifies as
15 confidential, privileged, or otherwise protectable—constitute good cause.

16 Further, if a party requests sealing related to a dispositive motion or trial,
17 then compelling reasons, not only good cause, for the sealing must be shown, and
18 the relief sought shall be narrowly tailored to serve the specific interest to be
19 protected. *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir.
20 2010). For each item or type of information, document, or thing sought to be filed
21 or introduced under seal in connection with a dispositive motion or trial, the party
22 seeking protection must articulate compelling reasons, supported by specific facts
23 and legal justification, for the requested sealing order. Again, competent evidence
24 supporting the application to file documents under seal must be provided by
25 declaration.

26 Any document that is not confidential, privileged, or otherwise protectable
27 in its entirety will not be filed under seal if the confidential portions can be
28 redacted. If documents can be redacted, then a redacted version for public

viewing, omitting only the confidential, privileged, or otherwise protectable portions of the document, shall be filed. Any application that seeks to file documents under seal in their entirety should include an explanation of why redaction is not feasible.

2. DEFINITIONS

2.1 Action: this pending federal lawsuit.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

2.8 House Counsel: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

1 2.9 Non-Party: any natural person, partnership, corporation, association
2 or other legal entity not named as a Party to this action.

3 2.10 Outside Counsel of Record: attorneys who are not employees of a
4 party to this Action but are retained to represent or advise a party to this Action
5 and have appeared in this Action on behalf of that party or are affiliated with a
6 law firm that has appeared on behalf of that party, and includes support staff.

7 2.11 Party: any party to this Action, including all of its officers, directors,
8 employees, consultants, retained experts, and Outside Counsel of Record (and
9 their support staffs).

10 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
11 Discovery Material in this Action.

12 2.13 Professional Vendors: persons or entities that provide litigation
13 support services (e.g., photocopying, videotaping, translating, preparing exhibits
14 or demonstrations, and organizing, storing, or retrieving data in any form or
15 medium) and their employees and subcontractors.

16 2.14 Protected Material: any Disclosure or Discovery Material that is
17 designated as “CONFIDENTIAL.”

18 2.15 Receiving Party: a Party that receives Disclosure or Discovery
19 Material from a Producing Party.

20 21 3. SCOPE

22 The protections conferred by this Stipulation and Order cover not only
23 Protected Material (as defined above), but also (1) any information copied or
24 extracted from Protected Material; (2) all copies, excerpts, summaries, or
25 compilations of Protected Material; and (3) any testimony, conversations, or
26 presentations by Parties or their Counsel that might reveal Protected Material.

27 Any use of Protected Material at trial shall be governed by the orders of the
28 trial judge. This Order does not govern the use of Protected Material at trial.

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2 4. DURATION

3 Once a case proceeds to trial, information that was designated as
4 CONFIDENTIAL or maintained pursuant to this protective order used or
5 introduced as an exhibit at trial becomes public and will be presumptively
6 available to all members of the public, including the press, unless compelling
7 reasons supported by specific factual findings to proceed otherwise are made to
8 the trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81
9 (distinguishing “good cause” showing for sealing documents produced in
10 discovery from “compelling reasons” standard when merits-related documents are
11 part of court record). Accordingly, the terms of this protective order do not
12 extend beyond the commencement of the trial.

13
14 5. DESIGNATING PROTECTED MATERIAL

15 5.1 Exercise of Restraint and Care in Designating Material for
16 Protection. Each Party or Non-Party that designates information or items for
17 protection under this Order must take care to limit any such designation to
18 specific material that qualifies under the appropriate standards. The Designating
19 Party must designate for protection only those parts of material, documents, items
20 or oral or written communications that qualify so that other portions of the
21 material, documents, items or communications for which protection is not
22 warranted are not swept unjustifiably within the ambit of this Order.

23 Mass, indiscriminate or routinized designations are prohibited.
24 Designations that are shown to be clearly unjustified or that have been made for
25 an improper purpose (e.g., to unnecessarily encumber the case development
26 process or to impose unnecessary expenses and burdens on other parties) may
27 expose the Designating Party to sanctions.
28

1 If it comes to a Designating Party's attention that information or items that
2 it designated for protection do not qualify for protection, that Designating Party
3 must promptly notify all other Parties that it is withdrawing the inapplicable
4 designation.

5 5.2 Manner and Timing of Designations. Except as otherwise provided
6 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
7 stipulated or ordered, Disclosure or Discovery Material that qualifies for
8 protection under this Order must be clearly so designated before the material is
9 disclosed or produced.

10 Designation in conformity with this Order requires:

11 (a) for information in documentary form (e.g., paper or electronic
12 documents, but excluding transcripts of depositions or other pretrial or trial
13 proceedings), that the Producing Party affix at a minimum, the legend
14 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
15 contains protected material. If only a portion of the material on a page qualifies
16 for protection, the Producing Party also must clearly identify the protected
17 portion(s) (e.g., by making appropriate markings in the margins).

18 A Party or Non-Party that makes original documents available for
19 inspection need not designate them for protection until after the inspecting Party
20 has indicated which documents it would like copied and produced. During the
21 inspection and before the designation, all of the material made available for
22 inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has
23 identified the documents it wants copied and produced, the Producing Party must
24 determine which documents, or portions thereof, qualify for protection under this
25 Order. Then, before producing the specified documents, the Producing Party
26 must affix the "CONFIDENTIAL legend" to each page that contains Protected
27 Material. If only a portion of the material on a page qualifies for protection, the
28

1 Producing Party also must clearly identify the protected portion(s) (e.g., by
2 making appropriate markings in the margins).

3 (b) for testimony given in depositions that the Designating Party identifies
4 the Disclosure or Discovery Material on the record, before the close of the
5 deposition all protected testimony.

6 (c) for information produced in some form other than documentary and for
7 any other tangible items, that the Producing Party affix in a prominent place on
8 the exterior of the container or containers in which the information is stored the
9 legend "CONFIDENTIAL." If only a portion or portions of the information
10 warrants protection, the Producing Party, to the extent practicable, shall identify
11 the protected portion(s).

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
13 failure to designate qualified information or items does not, standing alone, waive
14 the Designating Party's right to secure protection under this Order for such
15 material. Upon timely correction of a designation, the Receiving Party must make
16 reasonable efforts to assure that the material is treated in accordance with the
17 provisions of this Order.

18 19 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
21 designation of confidentiality at any time that is consistent with the Court's
22 Scheduling Order.

23 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
24 resolution process under Local Rule 37.1 et seq.

25 6.3 The burden of persuasion in any such challenge proceeding shall be
26 on the Designating Party. Frivolous challenges, and those made for an improper
27 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
28 parties) may expose the Challenging Party to sanctions. Unless the Designating

1 Party has waived or withdrawn the confidentiality designation, all parties shall
2 continue to afford the material in question the level of protection to which it is
3 entitled under the Producing Party's designation until the Court rules on the
4 challenge.

5
6 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7 7.1 Basic Principles. A Receiving Party may use Protected Material that
8 is disclosed or produced by another Party or by a Non-Party in connection with
9 this Action only for prosecuting, defending or attempting to settle this Action.
10 Such Protected Material may be disclosed only to the categories of persons and
11 under the conditions described in this Order. When the Action has been
12 terminated, a Receiving Party must comply with the provisions of section 13
13 below (FINAL DISPOSITION).

14 Protected Material must be stored and maintained by a Receiving Party at a
15 location and in a secure manner that ensures that access is limited to the persons
16 authorized under this Order.

17 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
18 otherwise ordered by the court or permitted in writing by the Designating Party, a
19 Receiving Party may disclose any information or item designated
20 "CONFIDENTIAL" only to:

21 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
22 as employees of said Outside Counsel of Record to whom it is reasonably
23 necessary to disclose the information for this Action;

24 (b) the officers, directors, and employees (including House Counsel) of the
25 Receiving Party to whom disclosure is reasonably necessary for this Action;

26 (c) Experts (as defined in this Order) of the Receiving Party to whom
27 disclosure is reasonably necessary for this Action and who have signed the
28 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

- 1 (d) the court and its personnel;
- 2 (e) court reporters and their staff;
- 3 (f) professional jury or trial consultants, mock jurors, and Professional
- 4 Vendors to whom disclosure is reasonably necessary for this Action and who have
- 5 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 6 (g) the author or recipient of a document containing the information or a
- 7 custodian or other person who otherwise possessed or knew the information;
- 8 (h) during their depositions, witnesses, and attorneys for witnesses, in the
- 9 Action to whom disclosure is reasonably necessary provided: (1) the deposing
- 10 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)
- 11 they will not be permitted to keep any confidential information unless they sign
- 12 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless
- 13 otherwise agreed by the Designating Party or ordered by the court. Pages of
- 14 transcribed deposition testimony or exhibits to depositions that reveal Protected
- 15 Material may be separately bound by the court reporter and may not be disclosed
- 16 to anyone except as permitted under this Stipulated Protective Order; and
- 17 (i) any mediator or settlement officer, and their supporting personnel,
- 18 mutually agreed upon by any of the parties engaged in settlement discussions.
- 19

20 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED

21 IN OTHER LITIGATION

22 If a Party is served with a subpoena or a court order issued in other

23 litigation that compels disclosure of any information or items designated in this

24 Action as “CONFIDENTIAL,” that Party must:

25 (a) promptly notify in writing the Designating Party. Such notification

26 shall include a copy of the subpoena or court order;

27 (b) promptly notify in writing the party who caused the subpoena or order

28 to issue in the other litigation that some or all of the material covered by the

1 subpoena or order is subject to this Protective Order. Such notification shall
2 include a copy of this Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be
4 pursued by the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served
6 with the subpoena or court order shall not produce any information designated in
7 this action as “CONFIDENTIAL” before a determination by the court from which
8 the subpoena or order issued, unless the Party has obtained the Designating
9 Party’s permission. The Designating Party shall bear the burden and expense of
10 seeking protection in that court of its confidential material and nothing in these
11 provisions should be construed as authorizing or encouraging a Receiving Party in
12 this Action to disobey a lawful directive from another court.

13
14 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
15 PRODUCED IN THIS LITIGATION

16 (a) The terms of this Order are applicable to information produced by a
17 Non-Party in this Action and designated as “CONFIDENTIAL.” Such
18 information produced by Non-Parties in connection with this litigation is
19 protected by the remedies and relief provided by this Order. Nothing in these
20 provisions should be construed as prohibiting a Non-Party from seeking
21 additional protections.

22 (b) In the event that a Party is required, by a valid discovery request, to
23 produce a Non-Party’s confidential information in its possession, and the Party is
24 subject to an agreement with the Non-Party not to produce the Non-Party’s
25 confidential information, then the Party shall:

26 (1) promptly notify in writing the Requesting Party and the Non-Party that
27 some or all of the information requested is subject to a confidentiality agreement
28 with a Non-Party;

1 (2) promptly provide the Non-Party with a copy of the Stipulated
2 Protective Order in this Action, the relevant discovery request(s), and a
3 reasonably specific description of the information requested; and

4 (3) make the information requested available for inspection by the Non-
5 Party, if requested.

6 (c) If the Non-Party fails to seek a protective order from this court within
7 14 days of receiving the notice and accompanying information, the Receiving
8 Party may produce the Non-Party's confidential information responsive to the
9 discovery request. If the Non-Party timely seeks a protective order, the Receiving
10 Party shall not produce any information in its possession or control that is subject
11 to the confidentiality agreement with the Non-Party before a determination by the
12 court. Absent a court order to the contrary, the Non-Party shall bear the burden
13 and expense of seeking protection in this court of its Protected Material.

14
15 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

16 If a Receiving Party learns that, by inadvertence or otherwise, it has
17 disclosed Protected Material to any person or in any circumstance not authorized
18 under this Stipulated Protective Order, the Receiving Party must immediately (a)
19 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
20 best efforts to retrieve all unauthorized copies of the Protected Material, (c)
21 inform the person or persons to whom unauthorized disclosures were made of all
22 the terms of this Order, and (d) request such person or persons to execute the
23 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit
24 A.

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11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Local Civil Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

1
2 13. FINAL DISPOSITION

3 After the final disposition of this Action, as defined in paragraph 4, within
4 60 days of a written request by the Designating Party, each Receiving Party must
5 return all Protected Material to the Producing Party or destroy such material. As
6 used in this subdivision, "all Protected Material" includes all copies, abstracts,
7 compilations, summaries, and any other format reproducing or capturing any of
8 the Protected Material. Whether the Protected Material is returned or destroyed,
9 the Receiving Party must submit a written certification to the Producing Party
10 (and, if not the same person or entity, to the Designating Party) by the 60 day
11 deadline that (1) identifies (by category, where appropriate) all the Protected
12 Material that was returned or destroyed and (2) affirms that the Receiving Party
13 has not retained any copies, abstracts, compilations, summaries or any other
14 format reproducing or capturing any of the Protected Material. Notwithstanding
15 this provision, Counsel are entitled to retain an archival copy of all pleadings,
16 motion papers, trial, deposition, and hearing transcripts, deposition and trial
17 exhibits, expert reports, even if such materials contain Protected Material. Any
18 such archival copies that contain or constitute Protected Material remain subject
19 to this Protective Order subject to the duration limitation set forth in Paragraph 4.
20 The parties agree that they are contractually bound to protect Confidential
21 Information in accordance with the terms of this Protective Order even after final
22 disposition of the case.

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14. VIOLATION

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: December 15, 2017

LAW OFFICES OF TERESA LI, PC

/s/

Teresa Li, Esq., Attorneys for Plaintiffs
Ruben Juarez and Isela Hernandez

DATED: December 15, 2017

BECHERER, KANNETT & SCHWEITZER

/s/

Alex P. Catalona, Esq., Attorneys for
Defendant Precision Valve & Automation, Inc.

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: December 18, 2017



GAIL J. STANDISH
UNITED STATES MAGISTRATE JUDGE

HIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of
California on December 18, 2017 in the case of *Ruben Juarez, et. al., v. Precision
Valve and Automation, Inc.*, CV 17-03342-ODW (GJSx). I agree to comply with
and to be bound by all the terms of this Stipulated Protective Order and I
understand and acknowledge that failure to so comply could expose me to
sanctions and punishment in the nature of contempt. I solemnly promise that I
will not disclose in any manner any information or item that is subject to this
Stipulated Protective Order to any person or entity except in strict compliance
with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District
Court for the Central District of California for enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____
[print or type full name] of _____ [print
or type full address and telephone number] as my California agent for service of
process in connection with this action or any proceedings related to enforcement
of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____